

SCANNED

DATE: 12/10/04

BY: MP

UNITED STATES DISTRICT COURT

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U.S. DISTRICT COURT
DISTRICT OF MASS

JOHN J. HOGAN,
Plaintiff

vs.

CIVIL ACTION NO. 04-10313JLA

KEYSPAN HOME ENERGY SERVICES
(NEW ENGLAND), INC. a/k/a
SERVICEDGE PARTNERS, INC.
Defendant

**DEFENDANT'S MOTION TO DISMISS
OR IN THE ALTERNATIVE FOR SUMMARY JUDGMENT**

The defendant KeySpan Home Energy Services (New England) moves that the complaint in this case be dismissed for failure to state a claim upon which relief can be granted. In the alternative, defendant moves for summary judgment.

In support of its motion, defendant states that plaintiff's claims are preempted by § 301 of the Labor Management Relations Act. Additionally, plaintiff's claims are barred for lack of exhaustion of the grievance and arbitration procedure by the applicable six-month statute of limitations.

Defendant submits with this motion its Memorandum In Support of Defendant's Motion

to Dismiss, Rule 56.1 Statement of Undisputed Facts, and the Affidavit of Kevin Caddell.

DEFENDANT KEYSPAN HOME ENERGY
SERVICES (NEW ENGLAND), INC. d/b/a
SERVICEDGE PARTNERS, INC.

By its Attorney,

DATED: December 9, 2004



Thomas R. Teehan (BBO #494000)
KeySpan Energy Delivery
52 Second Avenue
Waltham, MA 02451
781-466-5137

CERTIFICATE OF SERVICE

I, Thomas R. Teehan, hereby certify that a true copy of the above document, Defendant's Motion to Dismiss or in the Alternative Summary Judgment, was served upon Robert J. Zanello, Esq., 400 Granite Avenue, Milton, MA 02186 by hand on December 9, 2004.



Thomas R. Teehan